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10/762,112

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EXAMINER

LEMIEUX, JESSICA

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/762,112	Applicant(s) CLUSE ET AL.	
	Examiner JESSICA L. LEMIEUX	Art Unit 3693	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 9/8/2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-42 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-42 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This Final Office action is in response to the application filed on January 21st, 2004 and in response to the applicant's arguments/amendments filed on September 8th, 2008.

Response to Arguments

2. Applicant's arguments, with respect to the objection of claims 28 and 30-41 have been fully considered and are persuasive. The objection of claims 28 and 30-41 has been withdrawn.

3. Applicant argues that the prior art does not specifically "teach or suggest an online process or system for renegotiating a financial instrument in which an electronic records disclosure agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically." Examiner notes that these arguments are made with respect to the amended claim language. Examiner disagrees with applicant's conclusion that the pending claims as amended are in condition for allowance, but are moot in view of the new ground(s) of rejection.

4. Applicant argues that the prior art does not specifically teach "renegotiating a financial instrument that includes the step of displaying agreement and disclosure information pertaining to terms of a renegotiated financial instrument and transmitting acceptance of the agreement and disclosure information to the client interface." Examiner notes that these arguments are made with respect to the amended claim language. Examiner disagrees with applicant's conclusion that the pending claims as

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amended are in condition for allowance, but are moot in view of the new ground(s) of rejection.

5. Applicant argues that the prior art does not specifically teach "renegotiation options are taken from among a plurality of sets and displayed, and options for which the client does not qualify are disabled." Examiner respectfully disagrees. Fort clearly teaches displaying renegotiation options (reinvest principal, reinvest \$___, cancel certificate, etc) to give the client a choice of how their money is utilized when the certificate of deposit matures. Examiner further notes that options for which the client does not qualify are disabled (IRA certificate funds must be deposited to IRA savings). Examiner notes that if the financial instrument is an IRA certificate fund it must be deposited to IRA savings. The client no longer has the option to which account the funds can be deposited to, thereby disabling any other options (different accounts to deposit to). Therefore it would have been obvious to one skilled in the art at the time of invention that the prior art teaches renegotiation options are taken from among a plurality of sets and displayed, and options for which the client does not qualify are disabled.

6. Applicant argues that the prior art does not specifically teach "renegotiating a financial instrument that includes the step of transmitting an election to close the financial instrument to the client interface." Examiner notes that these arguments are made with respect to the amended claim language. Examiner disagrees with applicant's conclusion that the pending claims as amended are in condition for allowance, but are moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 1, 3-19 and 22-40 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent Number 6,354,490 to Weiss et al. (hereinafter Weiss) in view of Fort Jackson Maturity Notice (hereinafter Fort) and in view of US Patent Number 7,039,600 in view of Meek et al. (hereinafter Meek) further in view of US Patent Application US2002/0002530 to May (hereinafter May) and US Patent Application US2002/0188483 to Fisher (hereinafter Fisher).

As per claim 1

Weiss discloses initiating a logical session between a client program and a client interface affiliated with a financial institution (abstract) and displaying financial information relating to a client on said client interface (column 4, lines 65-66). Weiss also discloses transmitting a request to negotiate said financial instrument to said client interface, displaying a disclosure document pertaining to said request to negotiate, if said client agrees to accept terms of said disclosure document, displaying a plurality of negotiation options to said client on said client interface and transmitting a selection of one of said negotiation options to said client interface (column 9, lines 6-24 and column 17, lines 3-24).

Weiss does not specifically teach transmitting a request to renegotiate said financial instrument to said client interface, displaying a disclosure document pertaining to said request to renegotiate, if said client agrees to accept terms of said disclosure document, displaying a plurality of renegotiation options to said client on said client interface and transmitting a selection of one of said renegotiation options to said client interface.

Fort teaches transmitting a request to renegotiate said financial instrument (renew or reinvest in new certificate), displaying a disclosure document pertaining to said request to renegotiate, if said client agrees to accept terms of said disclosure document, displaying a plurality of renegotiation options to said client and transmitting a selection of one of said renegotiation options (Maturity Notice). Examiner notes that

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although this is not specifically done on a “client interface” it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a “client interface” since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument of Weiss to include transmitting a request to renegotiate said financial instrument to said client interface, displaying a disclosure document pertaining to said request to renegotiate, if said client agrees to accept terms of said disclosure document, displaying a plurality of renegotiation options to said client on said client interface and transmitting a selection of one of said renegotiation options to said client interface as taught by Fort to communicate the options of renegotiation to the client and allow for the client to chose an option from those communicated.

Examiner also notes that Weiss does not specifically teach displaying a message on said client interface that a financial instrument of said client can be renegotiated.

Meek teaches displaying a message on said client interface that a financial instrument of said client can be renegotiated (column 45, lines 8-30).

It would have also been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument of the combination of Weiss and Fort to include displaying a message on said client interface that a financial instrument of said client can be renegotiated as taught by Meek to give the client access to their financial information to enable prompt financial decisions.

Fort, Weiss and Meek do not specifically teach an online process or system for renegotiating a financial instrument in which an electronic records disclosure agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically.

May teaches an online process or system for renegotiating a financial instrument (claim 1). Examiner notes that May does not specifically teach renegotiation of a financial instrument, however if the infrastructure exists to negotiate a financial instrument online, and a financial instrument can easily be renegotiated (see Fort above) it would have been obvious to one skilled in the art at the time of invention to modify May to encompass a renegotiation of a financial instrument as well.

Fisher teaches in which an electronic records disclosure agreement is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically (paragraphs [0113-0117]). Examiner notes that the electronic records disclosure does not specifically pertain to a request to renegotiate a financial instrument; however it does pertain to a financial instrument. Therefore it would have been obvious to one skilled in the art at the time of invention to modify Fisher to encompass a renegotiation of a financial instrument as well.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify the renegotiation disclosure of Fort to include an online process or system for renegotiating a financial instrument in which an electronic records disclosure

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agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically as taught by May and Fisher to ensure a user has agreed to receive electronic delivery of documents.

As per claim 22

Weiss discloses a client interface program affiliated with a financial institution being capable of initiating a logical session with a client program and exchanging data therewith and sending financial information to and retrieving financial information from a legacy system of said financial institution having a customer data repository (abstract).

Weiss also discloses an application server housing said client interface program and being connected to establish a logical session with a client program such that financial information relating to a client is displayed on a display device associated with said client program (column 4, lines 65-66).

Weiss does not specifically teach soliciting and receiving a request to renegotiate said financial instrument from said client, displaying a disclosure document pertaining to said financial instrument to be renegotiated and requesting said client to assent to terms thereof, in the event that said client agrees to accept terms of said disclosure document, being capable of displaying a plurality of renegotiation options to said client and receiving a selection of one of said renegotiation options from said client.

Fort teaches soliciting and receiving a request to renegotiate said financial instrument from said client (renew or reinvest in new certificate), displaying a disclosure document pertaining to said financial instrument to be renegotiated and requesting said client to assent to terms thereof, in the event that said client agrees to accept terms of said disclosure document, being capable of displaying a plurality of renegotiation options to said client and receiving a selection of one of said renegotiation options from said client (Maturity Notice).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include soliciting and receiving a request to renegotiate said financial instrument from said client, displaying a disclosure document pertaining to said financial instrument to be renegotiated and requesting said client to assent to terms thereof, in the event that said client agrees to accept terms of said disclosure document, being capable of displaying a plurality of renegotiation options to said client and receiving a selection of one of said renegotiation options from said client as taught by Fort to communicate the options of renegotiation to the client and allow for the client to chose an option from those communicated.

Examiner further notes that Weiss does not specifically teach retrieving data from said data repository that a financial instrument of said client may be renegotiated and displaying a message on said display device indicating that said financial instrument may be renegotiated.

Meek teaches retrieving data from said data repository that a financial instrument of said client may be renegotiated and displaying a message on said display device indicating that said financial instrument may be renegotiated (column 45, lines 8-30).

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It would have also been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument of the combination of Weiss and Fort to include retrieving data from said data repository that a financial instrument of said client may be renegotiated and displaying a message on said display device indicating that said financial instrument may be renegotiated as taught by Meek to give the client access to their financial information to enable prompt financial decisions.

Fort, Weiss and Meek do not specifically teach an online process or system for renegotiating a financial instrument in which an electronic records disclosure agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically.

May teaches an online process or system for renegotiating a financial instrument (claim 1). Examiner notes that May does not specifically teach renegotiation of a financial instrument, however if the infrastructure exists to negotiate a financial instrument online, and a financial instrument can easily be renegotiated (see Fort above) it would have been obvious to one skilled in the art at the time of invention to modify May to encompass a renegotiation of a financial instrument as well.

Fisher teaches in which an electronic records disclosure agreement is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically (paragraphs [0113-0117]). Examiner notes that the electronic records disclosure does not specifically pertain to a request to renegotiate a financial instrument; however it does pertain to a financial instrument. Therefore it would have been obvious to one skilled in the art at the time of invention to modify Fisher to encompass a renegotiation of a financial instrument as well.

Therefore it would have been obvious to one skilled in the art at the time of invention to modify the renegotiation disclosure of Fort to include an online process or system for renegotiating a financial instrument in which an electronic records disclosure agreement pertaining to the request to renegotiate is displayed, and the client communicates acceptance of use of electronic records in renegotiating the financial instrument electronically as taught by May and Fisher to ensure a user has agreed to receive electronic delivery of documents.

As per claim 3

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 1 above and Weiss further discloses transmitting identification information pertaining to a client from said client program to said client interface (column 9, lines 60-64).

As per claim 4

Weiss does not specifically teach displaying an option of selecting a balance amount of said financial instrument.

Fort teaches displaying an option of selecting a balance amount of said financial instrument (Maturity Notice: reinvest \$___).

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Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying an option of selecting a balance amount of said financial instrument as taught by Fort to allow the client the chance to choose an amount, whether it be the entire amount or a portion of the amount, to reinvest.

As per claim 5

Weiss does not specifically teach selecting from among options of (i) a balance that is the same as a previously obtained financial instrument of similar kind that has expired, (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired.

Fort teaches selecting from among options of (i) a balance that is the same as a previously obtained financial instrument of similar kind that has expired (reinvest \$___), (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired (reinvest principal and dividends in a new certificate) and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired (cancel certificate and deposit funds to #__ & reinvest \$___) (Maturity Notice). Examiner notes that by choosing to reinvest any amount the client can choose either a higher or lower amount. If they choose a lower amount then there is effectively an amount remaining for withdrawal of which could be deposited into an account of the clients choosing.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting from among options of (i) a balance that is the same as a previously obtained financial instrument of similar kind that has expired, (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired as taught by Fort to allow the client the chance to choose any amount, whether it be less, equal or more than the initial balance amount, to reinvest.

As per claim 6

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 5 above and Weiss further discloses the financial instrument is a certificate of deposit (column 4, lines 35-39).

As per claim 7

Weiss does not specifically teach selecting an account type.

Fort teaches selecting an account type (Maturity Notice: new certificate).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting an account type as taught by Fort to allow the client the chance to not only

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choose a reinvestment amount, but also the type of account that this money will be reinvested into.

As per claim 8

Weiss does not specifically teach selecting a term.

Fort teaches selecting a term (Maturity Notice: ____ weeks/months).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting an account type as taught by Fort to allow the client the chance to not only choose a reinvestment amount, but also the term of time that this money will be reinvested.

As per claim 9

Weiss does not specifically teach selecting a plurality of renegotiation options from among a plurality of sets of renegotiation options, each of said sets being associated with a particular financial instrument, said selected set being associated with said financial instrument of said client.

Fort teaches selecting a plurality of renegotiation options from among a plurality of sets of renegotiation options, each of said sets being associated with a particular financial instrument, said selected set being associated with said financial instrument of said client (Maturity Notice).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting a plurality of renegotiation options from among a plurality of sets of renegotiation options, each of said sets being associated with a particular financial instrument, said selected set being associated with said financial instrument of said client as taught by Fort to give the client a choice of how their money is utilized when the certificate of deposit matures.

As per claim 10

Weiss does not specifically teach an initial step of reviewing other financial accounts of said client and disabling from selection those options for which said client does not qualify based upon said review.

Fort teaches an initial step of reviewing other financial accounts of said client and disabling from selection those options for which said client does not qualify based upon said review (Maturity Notice: *IRA certificate funds must be deposited to IRA savings).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include an initial step of reviewing other financial accounts of said client and disabling from selection those options for which said client does not qualify based upon said review as taught by Fort to eliminate options that the client isn't qualified for.

As per claim 11

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Weiss does not specifically teach displaying said selection on said client interface to enable said client to review said selection.

Fort teaches displaying said selection to enable said client to review said selection (Maturity Notice). Examiner notes that although this is not specifically done on a “client interface” it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a “client interface” since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying said selection to enable said client to review said selection as taught by Fort to ensure that the client is able to confirm their selections before they are processed.

As per claim 12

Weiss does not specifically teach displaying disclosure documentation specific to said selection on said client interface.

Fort teaches displaying disclosure documentation specific to said selection (Maturity Notice). Examiner notes that although this is not specifically done on a “client interface” it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a “client interface” since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying disclosure documentation specific to said selection on said client interface as taught by Fort so the client is able to review the terms of their maturing financial instrument and ensure that proper action is taken.

As per claim 13

Weiss does not specifically teach requesting an indication of acceptance of said disclosure documentation from said client.

Fort teaches requesting an indication of acceptance of said disclosure documentation from said client (Maturity Notice: signature).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to incorporate requesting an indication of acceptance of said disclosure documentation from said client as taught by Fort to ensure that the client's acceptance is proper, and binding.

As per claim 14

Weiss does not specifically teach displaying confirmation of acceptance of said disclosure on said client interface.

Fort teaches displaying confirmation of acceptance (Maturity Notice: signature). Examiner notes that although this is not specifically done on a “client interface” it would

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have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying confirmation of acceptance of said disclosure on said client interface as taught by Fort to ensure that the client's acceptance is proper, and binding.

As per claim 15

Weiss does not specifically teach displaying a supplemental renewal receipt.

Fort teaches displaying a supplemental renewal receipt (Maturity Notice).

Examiner notes that if client chooses their financial instrument to be automatically renewed that this document is in fact their receipt that their financial instrument was approaching maturity and make them aware of their new maturity date and amount reinvested.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include a supplemental renewal receipt as taught by Fort to inform and give documentation to the client about their renewal terms.

As per claim 16

Weiss does not specifically teach teaches transmitting to the client interface an election to close said financial instrument in the event that said client elects not to renegotiate said financial instrument.

Fort teaches transmitting to the client interface an election to close said financial instrument in the event that said client elects not to renegotiate said financial instrument (Maturity Notice: cancel certificate).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include teaches transmitting to the client interface an election to close said financial instrument in the event that said client elects not to renegotiate said financial instrument as disclosed by Fort to enable a client to retrieve their funds upon maturation of the certificate of deposit.

As per claim 17

Weiss does not specifically teach requesting said client to select a financial account to which to transfer funds from said closed financial instrument.

Fort teaches requesting said client to select a financial account to which to transfer funds from said closed financial instrument (Maturity Notice: cancel certificate and deposit funds to #).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include requesting said client to select a financial account to which to transfer funds from said

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closed financial instrument as disclosed by Fort to enable a client to choose where their funds will be transferred upon maturation of the certificate of deposit.

As per claim 18

Weiss does not specifically teach selecting from among a plurality of financial accounts said financial account to which to transfer funds.

Fort teaches selecting from among a plurality of financial accounts said financial account to which to transfer funds and transmitting the selection to the client interface (Maturity Notice: cancel certificate and deposit funds to #). Examiner notes that the blank nature of the account number is in essence allowing a client to choose which, possibly of multiple account numbers, the money is deposited.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting from among a plurality of financial accounts said financial account to which to transfer funds as disclosed by Fort to enable a client to choose where their funds will be transferred upon maturation of the certificate of deposit.

As per claim 19

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 18 above and Weiss further discloses displaying a summary of information pertaining to said closed financial instrument and said selected financial account (displaying account information) (column 4, lines 65-66). Examiner notes that the closure of a financial instrument and subsequent transfer of funds to another account consequents account information and therefore it would have been obvious to one skilled in the art at the time the invention was made that such information be reflected in a display of account information.

As per claim 23

Weiss does not specifically teach sets of different renegotiation options, each of said sets being associated with a financial instrument, whereby said client interface program is capable of selecting for display said set of renegotiation options associated with said financial instrument to be renegotiated.

Fort teaches sets of different renegotiation options, each of said sets being associated with a financial instrument, whereby said client interface program is capable of selecting for display said set of renegotiation options associated with said financial instrument to be renegotiated (Maturity Notice).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include sets of different renegotiation options, each of said sets being associated with a financial instrument, whereby said client interface program is capable of selecting for display said set of renegotiation options associated with said financial instrument to be renegotiated as taught by Fort to give the client a choice of how their money is utilized when the certificate of deposit matures.

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As per claim 24

Weiss does not specifically teach retrieving information regarding a customer's financial accounts from said customer data repository and disabling from selection those options for which said client does not qualify based upon said accounts.

Fort teaches retrieving information regarding a customer's financial accounts from said customer data repository and disabling from selection those options for which said client does not qualify based upon said accounts (Maturity Notice: *IRA certificate funds must be deposited to IRA savings).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include retrieving information regarding a customer's financial accounts from said customer data repository and disabling from selection those options for which said client does not qualify based upon said accounts as taught by Fort to eliminate options that the client isn't qualified for.

As per claim 25

Weiss does not specifically teach receiving a transmitted acceptance of said disclosure document terms to said client program.

Fort teaches receiving a transmitted acceptance of said disclosure document terms to said client program (Maturity Notice). Examiner notes that although this is not specifically done on a "client interface" it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include receiving a transmitted acceptance of said disclosure document terms to said client program as taught by Fort to make available the decision the client made and which course of action they will take with regard to their financial instrument.

As per claim 26

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 22 above and Weiss further discloses receiving identification information pertaining to a client from said client program (column 9, lines 60-64).

As per claim 27

Weiss does not specifically teach an option of selecting a balance amount of said financial instrument.

Fort teaches an option of selecting a balance amount of said financial instrument (Maturity Notice: reinvest \$___).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include an

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option of selecting a balance amount of said financial instrument as taught by Fort to allow the client the chance to choose an amount, whether it be the entire amount or a portion of the amount, to reinvest.

As per claim 28

Weiss does not specifically teach displaying an option of selecting a balance amount from among options of (i) the same balance as a previously obtained financial instrument of similar kind that has expired, (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired.

Fort teaches displaying an option of selecting a balance amount from among options of (i) the same balance as a previously obtained financial instrument of similar kind that has expired (reinvest \$___), (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired (reinvest principal and dividends in a new certificate) and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired (cancel certificate and deposit funds to #___ & reinvest \$___) (Maturity Notice). Examiner notes that by choosing to reinvest any amount the client can choose either a higher or lower amount. If they choose a lower amount then there is effectively an amount remaining for withdrawal for which could be deposited into an account of the clients choosing.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying an option of selecting a balance amount from among options of (i) the same balance as a previously obtained financial instrument of similar kind that has expired, (ii) an increased balance relative to said previously obtained financial instrument of similar kind that has expired and (iii) effecting a partial withdrawal of said balance of said previously obtained financial instrument of similar kind that has expired.

As per claim 29

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 27 above and Weiss further discloses the financial instrument is a certificate of deposit (column 4, lines 35-39).

As per claim 30

Weiss does not specifically teach displaying an option of selecting an account type.

Fort teaches displaying an option of selecting an account type (Maturity Notice: new certificate).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting an account type as taught by Fort to allow the client the chance to not only

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choose a reinvestment amount, but also the type of account that this money will be reinvested into.

As per claim 31

Weiss does not specifically teach selecting a term.

Fort teaches selecting a term (Maturity Notice: ___ weeks/months).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting an account type as taught by Fort to allow the client the chance to not only choose a reinvestment amount, but also the term of time that this money will be reinvested.

As per claim 32

Weiss does not specifically teach displaying said selection on said client interface to enable said client to review said selection.

Fort teaches displaying said selection to enable said client to review said selection (Maturity Notice). Examiner notes that although this is not specifically done on a "client interface" it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying said selection on said client interface to enable said client to review said selection as taught by Fort to ensure that the client is able to confirm their selections before they are processed.

As per claim 33

Weiss does not specifically teach displaying disclosure documentation specific to said selection on said client interface.

Fort teaches displaying disclosure documentation specific to said selection on said client interface. Examiner notes that although this is not specifically done on a "client interface" it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying disclosure documentation specific to said selection on said client interface as taught by Fort so the client is able to review the terms of their maturing financial instrument and ensure that proper action is taken.

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As per claim 34

Weiss does not specifically teach requesting an indication of acceptance of said disclosure documentation from said client.

Fort teaches requesting an indication of acceptance of said disclosure documentation from said client (Maturity Notice: signature).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include requesting an indication of acceptance of said disclosure documentation from said client as taught by Fort to ensure that the client's acceptance is proper, and binding.

As per claim 35

Weiss does not specifically teach displaying confirmation of acceptance of said disclosure on said client interface.

Fort teaches displaying confirmation of acceptance (Maturity Notice: signature). Examiner notes that although this is not specifically done on a "client interface" it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include displaying confirmation of acceptance of said disclosure on said client interface as taught by Fort to ensure that the client's acceptance is proper, and binding.

As per claim 36

Weiss does not specifically teach displaying a supplemental renewal receipt.

Fort teaches displaying a supplemental renewal receipt (Maturity Notice). Examiner notes that if client chooses their financial instrument to be automatically renewed that this document is in fact their receipt that their financial instrument was approaching maturity and make them aware of their new maturity date and amount reinvested.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include a supplemental renewal receipt as taught by Fort to inform and give documentation to the client about their renewal terms.

As per claim 37

Weiss does not specifically teach closing said financial instrument in the event that said client elects not to renegotiate said financial instrument.

Fort teaches closing said financial instrument in the event that said client elects not to renegotiate said financial instrument (Maturity Notice: cancel certificate).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include closing said financial instrument in the event that said client elects not to renegotiate said

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financial instrument as disclosed by Fort to enable a client to retrieve their funds upon maturation of the certificate of deposit.

As per claim 38

Weiss does not specifically teach requesting said client to select a financial account to which to transfer funds from said closed financial instrument.

Fort teaches requesting said client to select a financial account to which to transfer funds from said closed financial instrument (Maturity Notice: cancel certificate and deposit funds to #).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include requesting said client to select a financial account to which to transfer funds from said closed financial instrument as disclosed by Fort to enable a client to choose where their funds will be transferred upon maturation of the certificate of deposit.

As per claim 39

Weiss does not specifically teach selecting from among a plurality of financial accounts said financial account to which to transfer funds.

Fort teaches selecting from among a plurality of financial accounts said financial account to which to transfer funds (Maturity Notice: cancel certificate and deposit funds to #). Examiner notes that the blank nature of the account number is in essence allowing a client to choose which, possibly of multiple account numbers, the money is deposited.

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include selecting from among a plurality of financial accounts said financial account to which to transfer funds as disclosed by Fort to enable a client to choose where their funds will be transferred upon maturation of the certificate of deposit.

As per claim 40

Examiner notes that the combination of Weiss, Fort and Meek teach all the claimed limitations, as discussed with respect to claim 37 above and Weiss further discloses displaying a summary of information pertaining to said closed financial instrument and said selected financial account (displaying account information) (column 4, lines 65-66). Examiner notes that the closure of a financial instrument and subsequent transfer of funds to another account consequents account information and therefore it would have been obvious to one skilled in the art at the time the invention was made that such information be reflected in a display of account information.

8. Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over US

Patent Number 6,354,490 to Weiss et al. (hereinafter Weiss) in view of Fort Jackson

Maturity Notice (hereinafter Fort) and in view of US Patent Number 7,039,600 in view of

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Meek et al. (hereinafter Meek) in view of US Patent Application US2002/0002530 to May (hereinafter May) and US Patent Application US2002/0188483 to Fisher (hereinafter Fisher) and further in view of US Patent Application US2002/0091651 to Petrogiannis et al. (hereinafter Petrogiannis)

As per claim 2

Weiss does not specifically teach an initial step of transmitting acceptance of terms of said disclosure document to said client interface.

Fort teaches an initial step of transmitting acceptance of terms of said disclosure document (Maturity Notice). Examiner notes that although this is not specifically done on a "client interface" it would have been obvious to one skilled in the art at the time the invention was made that the means of transmission can easily be adapted to that of a "client interface" since the technology exists to automate this manual process as evidenced by Meek and Weiss (In re Venner, 120 USPQ 192, 194; 262 F2d 91 (CCPA 1958)).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include an initial step of transmitting acceptance of terms of said disclosure document to said client interface as taught by Fort to make available the decision the client made and which course of action they will take with regard to their financial instrument.

Weiss and Fort do not specifically teach displaying agreement and disclosure information and transmitting acceptance of the agreement and disclosure information to the client interface.

Petrogiannis teaches displaying agreement and disclosure information and transmitting acceptance of the agreement and disclosure information to the client interface (Paragraphs [0034-0035]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify the renegotiation disclosure of Fort to include displaying agreement and disclosure information and transmitting acceptance of the agreement and disclosure information to the client interface as taught by Petrogiannis to enable renegotiation to take place entirely online.

9. Claims 20 and 41-42 are rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent Number 6,354,490 to Weiss et al. (hereinafter Weiss) in view of Fort Jackson Maturity Notice (hereinafter Fort) in view of US Patent Number 7,039,600 in view of Meek et al. (hereinafter Meek) in view of US Patent Application US2002/0002530 to May (hereinafter May) and US Patent Application US2002/0188483

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to Fisher (hereinafter Fisher) and further in view of US Patent Number 7,197,478 to Kargman (hereinafter Kargman).

As per claim 20

Weiss, Fort and Meek do not specifically teach requesting confirmation of a transaction embodied in said summary.

Kargman teaches requesting confirmation of a transaction embodied in said summary (column 3, lines 6-10).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include requesting confirmation of a transaction embodied in said summary as taught by Kargman to ensure that the client is able to review the transaction and ensure that the information is correct prior to processing.

As per claim 41

Weiss does not specifically teach requesting confirmation of a transaction embodied in said summary.

Kargman teaches requesting confirmation of a transaction embodied in said summary (column 3, lines 6-10).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include confirmation of a transaction embodied in said summary as taught by Kargman to ensure that the client is able to review the transaction and ensure that the information is correct prior to processing.

As per claim 42

Weiss does not specifically teach confirming said transaction.

Kargman teaches confirming said transaction (column 3, lines 16-22).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include confirming the transaction as taught by Kargman ensuring that the transaction the client desires is processed.

10. Claim 21 is rejected under 35 U.S.C. 103(a) as being unpatentable over US Patent Number 6,354,490 to Weiss et al. (hereinafter Weiss) in view of Fort Jackson Maturity Notice (hereinafter Fort) in view of US Patent Number 7,039,600 in view of Meek et al. (hereinafter Meek) in view of US Patent Application US2002/0002530 to May (hereinafter May) and US Patent Application US2002/0188483 to Fisher

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(hereinafter Fisher) and in view of US Patent Number 7,197,478 to Kargman

(hereinafter Kargman) in view of US Patent Application US2004/0010628 to Gillam et al.

(hereinafter Gillam).

As per claim 21

Weiss does not specifically teach confirming said transaction.

Kargman teaches confirming said transaction (column 3, lines 16-22).

Therefore it would have been obvious to one skilled in the art at the time the invention was made to modify the negotiation of a financial instrument to include confirming the transaction as taught by Kargman ensuring that the transaction the client desires is processed.

Weiss and Kargman do not specifically teach transmitting confirmation of the transaction to the client.

Gillam teaches transmitting confirmation of the transaction to the client (paragraph [0034]).

Therefore it would have been obvious to one skilled in the art at the time of invention to modify the negotiation of a financial instrument to include transmitting confirmation of the transaction to the client as taught by Gillam to allow the client to view the confirmation of the transaction.

Conclusion

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JESSICA L. LEMIEUX whose telephone number is (571)270-3445. The examiner can normally be reached on Monday-Thursday 8AM-5PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James Kramer can be reached on 571-272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/James A. Kramer/
Supervisory Patent Examiner, Art Unit 3693

Jessica L Lemieux
Examiner
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/J. L. L./
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